UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

VICTORIA MITCHELL,

Plaintiff, **CASE NO.:**
vs.

JURY TRIAL DEMAND

HAYT, HAYT, & LANDAU, P.L.,

Defendant.
_____________________/

COMPLAINT AND DEMAND FOR JURY TRIAL

COME NOW, Plaintiff, VICTORIA MITCHELL (hereafter Plaintiff) by and through undersigned counsel, and files this Complaint against HAYT, HAYT, & LANDAU, P.L., (hereinafter Defendant or "HHL"), and states:

I. INTRODUCTION

1. This action arises out of violations of the Fair Debt Collection Practices Act, 15 U.S.C. §1692 et seq. ("FDCPA") by the Defendant and their agents in their illegal efforts to collect a consumer debt from Plaintiff. Specifically, Defendant attempted to collect a debt that never belonged to Plaintiff, which was easily verifiable, and in fact *was verified* by Defendant as not belonging to Plaintiff, and yet Defendant continued for more than a year to attempt to collect that debt from Plaintiff, and filed a lawsuit against Plaintiff to collect that debt from her *after* it verified that the debt was not hers.

II. THE FEDERAL FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C. §1692 ET SEQ.

2. The FDCPA is a consumer protection statute that "imposes open-ended prohibitions on, *inter alia,* false, deceptive, or unfair" debt-collection practices. *Jerman v. Carlisle, McNellie, Rini, Kramer & Ulrich LPA,* 559 U.S. 573, 587, 130 S. Ct. 1605, 1615 (2010)(quotation marks and citations omitted). Finding "abundant evidence" of such practices, Congress passed the FDCPA in 1977 to stop "the use of abusive, deceptive, and unfair debt collection practices by many debt collectors." 15 U.S.C. § 1692(a). Congress determined that "[e]xisting laws and procedures" were "inadequate" to protect consumer debtors. *Id.* at § 1692(b); *see Jeter v. Credit Bureau, Inc.,* 760 F.2d 1168, 1173 (11th Cir. 1985) (noting "that despite prior [Federal Trade Commission] enforcement in the area," Congress found "[e]xisting laws and procedures" inadequate).

3. Therefore the FDCPA regulates the conduct of debt-collectors, which the statute defines as any person who "regularly collects . . . debts owed or due or asserted to be owed or due another." 15 U.S.C. § 1692a(6).

4. To enforce the FDCPA's prohibitions, Congress equipped consumer debtors with a private right of action, rendering "debt collectors who violate the Act liable for actual damages, statutory damages up to $1,000, and reasonable attorney's fees and costs." *Owen v. I.C. Sys., Inc.,* 629 F.3d 1263, 1270 (11th Cir. 2011)(citing 15 U.S.C. § 1692k(a)); *Jeter*, 760 F.2d at 1174 n.5 ("Most importantly, consumers

were given a private right of action to enforce the provisions of the FDCPA against debt collectors . . .”).

5. To determine whether a debt collector's conduct is prohibited by the FDCPA, the Court must first look “where all such inquiries must begin: with the language of the statute itself.” *Reese v. Ellis, Painter, Ratterree & Adams, LLP,* 678 F.3d 1211, 1216 (11th Cir. 2012)(quotation marks omitted).

6. Pursuant to 15 U.S.C. § 1692d, “A debt collector may not engage in any conduct the natural consequence of which is to harass, oppress, or abuse any person in connection with the collection of a debt.”

7. Pursuant to 15 U.S.C. § 1692e, “A debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt,” including by falsely representing “the character, amount, or legal status of any debt,” or threatening “to take any action that cannot legally be taken or that is not intended to be taken.”

8. Pursuant to 15 U.S.C. § 1692f, “a debt collector may not use unfair or unconscionable means to collect or attempt to collect any debt.”

9. Because Congress did not provide a definition for the terms “unfair” or “unconscionable,” the 11th Circuit has referred to the dictionary. “The plain meaning of ‘unfair' is ‘marked by injustice, partiality, or deception.'” *LeBlanc v. Unifund CCR Partners,* 601 F.3d 1185, 1200 (11th Cir. 2010)(quoting *Merriam-Webster Online Dictionary* (2010)). Further, “an act or practice is deceptive or unfair if it has the tendency or capacity to deceive.” *Id.* (quotation marks omitted

and alterations adopted). The 11th Circuit has found that “[t]he term ‘unconscionable' means ‘having no conscience'; ‘unscrupulous'; ‘showing no regard for conscience'; ‘affronting the sense of justice, decency, or reasonableness.'” *Id.* (quoting *Black's Law Dictionary* 1526 (7th ed. 1999)). The 11th Circuit also noted that “[t]he phrase ‘unfair or unconscionable' is as vague as they come.” *Id.* (quoting *Beler v. Blatt, Hasenmiller, Leibsker & Moore, LLC,* 480 F.3d 470, 474 (7th Cir. 2007)).

10. Given this ambiguity, courts adopted a “least-sophisticated consumer” standard to evaluate whether a debt collector's conduct is “deceptive,” “misleading,” “unconscionable,” or “unfair” under the statute. *LeBlanc,* 601 F.3d at 1193-94, 1200-01 (holding that the “least-sophisticated consumer” standard applies to evaluate claims under both § 1692e and § 1692f. The “least-sophisticated consumer” standard takes into account that consumer-protection laws are “not made for the protection of experts, but for the public -- that vast multitude which includes the ignorant, the unthinking, and the credulous.” *Jeter,* 760 F.2d at 1172-73 (quotation marks omitted).

11. The FDCPA applies to attorneys who collect consumer debts. *Miljkovic v. Shafritz & Dinkin, P.A.*, 791 F.3d 1291, 1295 (11th Cir. 2015)(“we find that the plain language of the FDCPA, other persuasive decisions interpreting that language, and the purpose underlying the Act mandate a finding that the FDCPA applies to attorneys…”); *see also Heintz v. Jenkins*, 514 U.S. 291, 299 (1995); *Battle v. Gladstone Law Grp., P.A.*, 951 F. Supp. 2d 1310, 1313 (S.D. Fla. 2013).

12. Unlawful debt collection actions include court proceedings. *Miljkovic v. Shafritz & Dinkin, P.A.*, 791 F.3d 1291 (11th Cir. 2015)("documents filed in court in the course of judicial proceedings to collect on a debt, like Appellees' sworn reply, are subject to the FDCPA."); *see also Heintz v. Jenkins*, 514 U.S. 291, 299 (1995); *Battle v. Gladstone Law Grp., P.A.*, 951 F. Supp. 2d 1310, 1313 (S.D. Fla. 2013).

III. JURISDICTION, VENUE, & PARTIES

13. This Court has jurisdiction of this action pursuant to 28 U.S.C. §§ 1331, because Plaintiff alleges violations of the Federal Fair Debt Collection Practices Act.

14. Venue in the Middle District of Florida is proper pursuant to 28 U.S.C. § 1391 because Defendant regularly transact business within this District, are otherwise subject to personal jurisdiction in this District, Plaintiff resides in this District, and a substantial part of the events giving rise to Plaintiff's claims occurred in this District.

15. Plaintiff resides in Jacksonville, Duval County, Florida, and at all material times herein, Defendant's conduct occurred in Duval County, Florida.

16. At all material times herein, the Defendant engaged in their usual and customary business within Duval County, Florida.

17. Venue is proper as this is where the Plaintiff resides, as well as where a substantial part of the events or omissions giving rise to the claim occurred.

18. At all material times herein, Plaintiff is a "debtor" or "consumer" because she is an individual and allegedly obligated to pay a debt.

19. Plaintiff is a natural person who resides in Jacksonville, Duval County, Florida and is a "consumer" as that term is defined by 15 U.S.C. § 1692a(3).

20. At all material times herein, Defendant HHL is a Florida Limited Liability Company, located at 7765 S.W. 87TH Avenue, Suite 101 Miami, FL 33173, with an active registration to conduct business within the State of Florida, and Florida registered agent Dana M. Stern, located at the same address.

21. Defendant HHL is a debt collection company who attempts to collect debts in the State of Florida, and other states, and is a law firm. Defendant is a “debt collector” as the phrase is defined in 15 U.S.C. § 1692a(6) and used in the FDCPA, and is subject to the FDCPA.

22. HHL is an entity that at all relevant times was engaged, by use of the mails and telephone, in the business of attempting to collect a “debt” from Plaintiff, as defined by 15 U.S.C. § 1692a(5).

23. At all material times HHL acted as agent of or on behalf of the original creditor or holder of debt regarding the debt.

24. At all material times herein, Defendant acts itself or through its agents, employees, officers, members, directors, successors, assigns, principals, trustees, sureties, subrogees, representatives, third-party vendors, and insurers.

GENERAL ALLEGATIONS

25. At all material times herein, Defendant attempted to collect a consumer debt

incurred and owed by Plaintiff (the "Debt"). Specifically, the debt was for an auto loan allegedly owed to Credit Acceptance Corporation for a Kia purchase in Jonesboro, Arkansas in 2021.

26. At all material times herein, the Debt is a consumer debt obligation resulting from a transaction for goods or services and incurred primarily for personal, household, or family use.

27. At all material times herein, Defendant's conduct, with respect to the Debt, qualifies as "communication."

28. At all material times herein, Defendant acted itself or through its agents, employees, officers, members, directors, successors, assigns, principals, trustees, sureties, subrogees, representatives, third-party vendors, and insurers.

29. All necessary conditions precedent to the filing of this action occurred or Defendant waived the same.

FACTUAL ALLEGATIONS

30. On April 10, 2024, Defendant filed a breach of contract complaint against a "Victoria Mitchell" who signed a Kia auto loan agreement on April 1, 2021, in Jonesboro, Arkansas. **Case 16-2024-SC-006970, Div. CC-I, in the County Court, Fourth Judicial Circuit in and for Duval County, Florida, Docket No. 3.** Defendant claimed $6,415.68 was owed on the delinquent loan. **006970, Docket No. 3.** The records attached to its complaint identify a "Victoria Mitchell" located in Osceola, Arkansas, at least through January 4, 2023. **006970, Docket No. 3, p. 14.**

31. On April 20 and 22, 2024, Defendant attempted to serve Plaintiff at 735 9th Ave. S., Jacksonville Beach, FL 32250. **006970, Docket No. 9.**

32. Plaintiff is not the same Ms. Mitchell as the one who signed the auto agreement, and Plaintiff refused to accept service as a result. **006970, Docket No. 9.**

33. In fact, Plaintiff has never lived in Arkansas, has never owned a Kia, and Plaintiff did not have that name at the time the alleged agreement was signed, as she only became Victoria Mitchell through marriage on May 19, 2023, years after the alleged contract was signed.

34. After Defendant attempted to serve Plaintiff for a lawsuit she had nothing to do with, Plaintiff called Defendant directly to inform them. **006970, Docket No. 8.** In the call with Defendant, Plaintiff explained the following:

a) she has never lived in Arkansas;

b) she has never had a Kia;

c) her name prior to May 19, 2023 was not Victoria Mitchell, but was Victoria Danielle Affsprung, until she married Jabari Mitchell in St. Augustine, Florida, and took his name in marriage.

35. At the time that someone signed the alleged auto loan agreement as Victoria Mitchell, Plaintiff's name was and would be Victoria Affsprung for the next two more years.

36. On or around the date she called Defendant, Plaintiff also provided her Florida Driver's license and marriage certificate via email to confirm her identity.

37. In order to confirm that she was, in fact, not the correct debtor, Defendant cross checked Plaintiff and the proper debtor's social security numbers, which were *confirmed not a match*. **006970, Docket No. 8.**

38. As of this call and provision of documents, Defendant had actual knowledge Plaintiff was not the proper defendant in their debt collection action.

39. On April 22, 2024, since Defendant did not confirm they would correct the clear error, Plaintiff also filed a letter with the court explaining the situation, attaching the emails she had sent to Defendant, and attaching the identifying documents she had provided to Defendant. **006970, Docket No. 8.**

40. Service was never thereafter attempted in that case, there was no other activity in the matter, and on August 9, 2024, the Judge dismissed the case without prejudice for Defendant having abandoned the case. **006970, Docket No. 12.**

41. One June 30, 2025, Defendant filed another action for the same claim, on the same contract, same amount due, and same named defendant. **Case 16-2025-SC-011311 Div. CC-I, in the County Court, Fourth Judicial Circuit in and for Duval County, Florida.**

42. The same attorney and agent of Defendant's filed both actions, and was therefore aware of the prior case and prior filings from Plaintiff in the prior action.

43. Defendant thereafter caused to be issued a summons in this matter again to Plaintiff, at her prior address, despite possessing actual knowledge she was not the proper debtor.

44. On July 16, 2025, service was attempted on Plaintiff, but failed as she had recently moved.

45. On July 31, 2025, Defendant did serve Plaintiff despite actual knowledge she was not the proper debtor.

46. Defendant again reasserted the false claims concerning the debt and that the debt was owed by Plaintiff.

47. The "least sophisticated consumer" would believe from this Debt Collection Letter that she was at immediate risk of a judgment against her for a debt she did not owe.

48. At all times, Defendant had actual knowledge and repeated notice, through its own internal records and the records and statements provided by Plaintiff that Plaintiff does not owe the alleged Debt.

49. At all material times herein, Defendant acts as itself or through their agents, employees, officers, members, directors, successors, assigns, principals, trustees, sureties, subrogees, representatives, third party vendors and insurers.

50. All necessary conditions precedent to the filing of this action occurred or have been waived by the Defendant.

COUNT I:
FAIR DEBT COLLECTION PRACTICES ACT - VIOLATION OF 15 UNITED STATES CODE, SECTION 1692d, e and f

51. Plaintiff incorporates by reference paragraphs one (1) through fifty (50) of this Complaint as though fully stated herein.

52. Defendant HHL is subject to, and violated the provisions of, 15 United States Code, Section 1692d, e and f by engaging in harassing, oppressive, and abusive conduct, communicating with Plaintiff and making false statement concerning an alleged debt by attempting to collect on a debt not owed (the Discharged Debt), by attempting to collect on a debt not legally owed, and by using unfair and unconscionable means to collect a debt, as further described herein.

53. Specifically, HHL served Plaintiff court papers, prosecuted a lawsuit, and made other efforts to collect a debt that Plaintiff demonstrably did not owe.

54. As a direct and proximate result of Defendant's actions, Plaintiff sustained damages as defined by 15 United States Code, Section 1692k, and is entitled to compensation for those damages as well as her reasonable attorney's fees and costs.

55. Defendant's actions were willful, knowing, and intentional.

56. Defendant's actions demonstrated a reckless disregard for the effect their debt collection actions would have on Plaintiff and a conscious disregard for the rights of Plaintiff and consequences that Defendant's actions could have on Plaintiff.

57. Plaintiff has suffered actual damages as a result of these illegal collection communications by the Defendant in the form of fear of court action against her for a debt she did not owe, humiliation of having to appear in court to defend now two separate unlawful debt collection lawsuits, as well as anger, anxiety, emotional distress, frustration, upset, embarrassment, amongst other negative emotions.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays that judgment be entered in favor of Plaintiff and against Defendant HHL:

a) For a determination that Defendant violated the FDCPA;
b) for an award of actual damages, pursuant to 15 U.S. Code § 1692k, against Defendant and for Plaintiff;
c) for an award of statutory damages of $1,000.00, pursuant to 15 U.S. Code § 1692k, against Defendant and for Plaintiff;
d) for an award of costs of litigation and reasonable attorney's fees, pursuant to 15 U.S. Code § 1692k, against Defendant and for Plaintiff; and
e) for such other relief as this Court deems just and proper.

TRIAL BY JURY

Plaintiff is entitled to and hereby respectfully demands a trial by jury on all issues so triable.

SPOILATION NOTICE AND DEMAND TO RETAIN EVIDENCE

Plaintiff hereby give notice to Defendant and demands that Defendant and its affiliates safeguard all relevant evidence – paper, audio recordings, electronic documents, or data – pertaining to this litigation as required by law.

Respectfully submitted this 27th day of August, 2025.

STORY LAW GROUP

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